

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Republic Brands, L.L.C.		01/28/2013	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 S. LaSalle Street		
Internal Address:	Suite 927		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3352948	ALPINE X-TREME	
Registration Number:	2271154	GERM BLASTER	
Registration Number:	1267595	HAIR NET	
Registration Number:	2763159	ICE MINT	
Registration Number:	1943144	JOC	
Registration Number:	1719731	PURETEST	
Registration Number:	2515061	PURETEST	
Registration Number:	2295835	PURETEST	
Registration Number:	2506782	PURETEST	
Registration Number:	3003472	SONOMA SPA	
Registration Number:	3084352	SWISH	
Registration Number:	3265547	SWISH BEFORE YOU KISS	

OP \$315.00 3352948

CORRESPONDENCE DATA

Fax Number: 8602402513

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 860.240.2935

Email: michelle.fournier@bingham.com

Correspondent Name: Michelle Walters Fournier

Address Line 1: One State Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Michelle Walters Fournier

Signature:

/Michelle Walters Fournier/

Date:

01/29/2013

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 28, 2013, by AMERICAN REPUBLIC BRANDS, L.L.C. (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of January 28, 2013 (as amended, restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN REPUBLIC BRANDS, L.L.C., as
Pledgor

By: 
Name: Louis N. Laderman
Title: Manager

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Daniel K. Clancy*
Name: Daniel K. Clancy
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

The following trademarks are currently owned by American Republic Brands, L.L.C.

<u>Mark</u>	<u>Reg. #</u>	<u>Registered</u>	<u>Serial #</u>	<u>Filed</u>	<u>Country</u>
ALPINE X-TREME	3,352,948	12/11/07	76/661,196	6/7/06	US
GERM BLASTER	2,271,154	8/17/99	75/393,050	11/19/97	US
HAIR NET	1,267,595	2/21/84	73/403,736	11/23/82	US
ICE MINT	2,763,159	9/16/03	76/077,641	6/22/00	US
JOC	1,943,144	12/19/95	74/442,862	10/1/93	US
PURETEST (001, 003, 005)*	1,719,731	9/29/92	74/208,333	9/30/91	US
PURETEST	2,515,061	12/4/01	76/193,479	1/11/01	US
PURETEST (005)	2,295,835	11/30/99	75/559,608	9/25/98	US
PURETEST (Stylized)	2,506,782	11/13/01	76/193,478	1/11/01	US
SONOMA SPA	3,003,472	10/4/05	76/608,166	8/23/04	US
SWISH	3,084,352	4/25/06	76/977,801	1/19/05	US
SWISH BEFORE YOU KISS	3,265,547	7/17/07	76/636,057	4/14/05	US

Trademark Applications:

None.